

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

XUE HUI ZHANG
YUE HUA CHEN & GUI YONG ZHANG
Plaintiff

-against-

ICHIBAN GROUP LLC.,
ICHIBAN FOOD SERVICES INC.,
d/b/a Ichiban Japanese and Chinese Restaurant
CHEN & JU, INC. d/b/a Takara, DAVID IP,
LIPING JU, and TYNG QUH JU

Defendants,

STATE OF NEW YORK)
COUNTY OF ALBANY) ss

Matthew J. Mann Esq., of the Mann Law Firm, P.C., with principal offices located at 426 Troy Schenectady Road, Latham, New York, submits the within document as and for a master list of exhibits as referenced in the consolidated declaration and brief.

EXHIBIT A	Signed Retainer
EXHIBIT B	Time and Expense Register
EXHIBIT C	Affidavit of David Ip Certifying Time and Expenses
EXHIBIT D	Sworn List of payments for legal fees and costs
EXHIBIT E	Invoices (Paid) – for Depositions
EXHIBIT F	Checks for Payment of Translator for Depositions

Dated: November 6, 2023

Respectfully Submitted

/s/ Matthew J. Mann

Matthew J. Mann, Esq.
(Bar Roll 507018)
Mann Law Firm, P.C.
Attorneys for the Defendants
426 Troy Schenectady Road
Latham, New York 12110
(518) 785-3300



Exhibit A

Mann Law Firm, P.C.

426 Troy Schenectady Road ♦ Latham, N.Y. 12110

RETAINER AGREEMENT FOR LEGAL SERVICES

- I This agreement entered between the Mann Law Firm P.C. (hereinafter "firm") and Ichiban Group LLC, Ichiban Food Services Inc, Chen and Ju Inc. David Ip, Shiow Fei Ju, Shin Shii Ju, Chwon Tzu Ju, Liping Ju, Tyng Quh Ju and Tommy Ju (hereinafter "client") constitutes a letter of engagement of counsel in accordance with 22 NYCRR Part 1215
- II The client engages the Mann Law Firm P.C. and all attorneys associated with the Mann Law Firm PC to perform the following services/for representation in the following matters,

Representation in the matter of Zhang v Ichiban Group et al NYND Case CV-148.

including researching of applicable law, advising client in the application of the facts of the case to the law and providing zealous representation of the client within the bounds of the law in a manner appropriate to client's case

The Mann Law Firm P.C. will not perform legal services other than those specified above without consulting with the client, and both the Client and the Mann Law Firm P.C., agree in writing that Counsel should perform the additional legal services.

With respect to the matter which is specified above, this Retainer Agreement and any sums paid to this firm pursuant hereto, does not cover any services relative to any appeal or any other services which might be required following the entry of a final judgment or order, or any services not specifically set forth herein.

Our representation shall terminate with the entry of final judgment in your matter, unless extended by mutual agreement between us in writing.

If this matter does not involve litigation, representation will conclude upon performance of the service.

The client has a right to copies of correspondence and documents relating to the case and to be kept apprised to the status of the case. The manner and frequency of delivery of such documents shall be addressed on a case by case basis so as to best protect a client's confidential information as well as to safeguard the client's person.

- III The client agrees to cooperate fully with the firm and to provide all information known by or available to the client that may aid the firm in representing the client in this matter.

The client also agrees to ask questions of the firm when the client requires clarification of substantive or procedural law or does not understand the application of the law to the facts of client's case.

- IV The client authorizes the Mann Law Firm P.C., to take any steps, which, in the sole discretion of the firm, are deemed necessarily or appropriate to protect the client's interest in the matter.
- V Amount of the advance retainer, if any, and what it is intended to cover: In order for the firm to begin your representation, you have agreed to pay the firm and the firm has agreed to accept a retainer payment of \$5000 (payable in advance of services) This amount is to be replenished at the point it falls below \$500.00 **The payment of the this advance retainer does not necessarily represent the amount of the overall fee which the client may incur by virtue of the firm's services.** The amount of the eventual fee will be based upon our regular schedule of established hourly time charges, along with any out-of-pocket disbursements (including but not necessarily limited to court costs, messenger services, transcripts of proceedings, long distance telephone calls, facsimiles, photo copies, process service fees, mileage, deposition and court transcripts, excess postage, research service charges, gasoline and tolls), which are incurred in your behalf. All out of pocket expenses and disbursements are to be paid by client at the time they are incurred and must be paid prior to disbursement by this firm.

Representation of the client by the firm in this matter will not commence until the firm receives a copy of this Agreement signed by the client and any retainer payable at the outset of this representation is in fact paid by the client.

- VI The client will be billed at an hourly rate of \$375.00 per hour for time the firm expends out-of-court and an hourly rate of \$425.00 per hour for time the firm expends in-court. The initial retainer payment will be credited at these rates; upon exhaustion of the initial advance payment, the client will be billed at these rates; time is tracked in 1/10-hour increments and a minimum of 1/10hr will be billed for each item of work/contact made in connection with the case. The minimum charge for any written work product is $\frac{1}{4}$ of an hour. The minimum charge for any off site meetings, depositions, hearings, mediations, arbitration, court appearance, deposition, is 1 hour. For purposes of this agreement, in-court time shall include all time which is expended outside of the offices of the Mann Law Firm P.C. including but not limited to meetings, depositions, hearings, mediations, arbitration, appearances, and the preparation therefore. Travel shall be credited at the out of court rate and shall be computed from the Latham office to the point of destination and the return therefrom.

The hourly rates set forth herein apply to services rendered by an attorney of the firm. Where documents are drafted by staff of the firm and approved by counsel, the client shall be billed at the rate for such services as if the services were rendered by an attorney, adjusted to include only the time which a reasonable and experienced attorney should take to draft the same document. Other services rendered to the client by other staff of the firm shall be billed to the client at a rate of \$150/hour.

The client further understands the hourly rates apply to all time expended relative the client's matter, including but not limited to, office meetings and conferences, telephone calls and conferences, either placed by or placed to the client, or otherwise made or had on the client's behalf or related to the client's matter, preparation, review and revision of correspondence, pleadings, motions, disclosure demands and responses, affidavits and affirmations, or any other documents, memoranda, or papers relative to the client's matter, legal research, court appearances, conferences, file review, preparation time, travel time, and any other time expended on behalf or in connection with the client's matter.

VII In executing this agreement the client understand and agrees that there is a minimum fee of (\$1000.00) once the firm commences work on the case. The client recognizes that this firm has handled many cases over the years and has gained extensive experience in many areas of law. Quite often the client benefit from documents and templates drafted or research conducted over years which are the intellectual property of the office. In some instances, this may be the flat fee for the service. It is these years of experience which may cause the client's case to be resolved faster based upon the experience of the attorneys and staff. Also, the firm only accepts a limited number of cases. When accepting the client's case and fixing a fee, the firm contemplates cases which we may turn down so as to better represent you. This minimum fee was negotiated at the time the client signed the initial retainer and was agreed to be the minimum fair market value of the services under a best case scenario. Recognizing the client's absolute right to terminate the services of the firm, it is acknowledged that the firm will only retain such fees as are justly earned and will refund to the client any unearned retainer.

Furthermore, in the event that the reasonableness of the minimum fee shall come into question, the client's right to a review of same in accordance with 22 NYCRR Part 137 is preserved.

VIII However, notwithstanding the above, if the client discontinues the firm's services prior to a disposition of the matter by agreement or judgment of the court, if the firm withdraws or if this firm is relieved as the client's attorney by court order, any unearned portion of the retainer fee advanced to this firm shall be refunded to the client.

IX The client will be billed periodically, generally each month, (but in no event less frequently than every 60 days if this is a matrimonial case). Included in the billing will be a detailed explanation of the services rendered, and the disbursements incurred by the firm in the client's matter. Upon receipt of the bill, the client is expected to review the bill and promptly bring to the firm's attention any objections the client may have to the bill. While the firm strives to keep perfectly accurate time records, the firm recognizes the possibility of human error, and we shall discuss with the client any objections raised to the bill.

The client will not be charged for time expended discussing with the attorney or firm employee any aspect of the bill rendered to the client. Objections to the bill must be raised in a timely manner. It is presumed that the bill is satisfactory and accurate if we do not hear from you with an inquiry or objection in writing within 30 days of receipt of the bill.

The client agrees to pay such additional fees and reimbursements for advances on the client's behalf that may be due from time to time not later than 30 days from the date that the firm shall submit a bill to you for the same. If an amount due is not paid within 30 days after my statement to you of the amount due, interest at the rate of 1.5 percent per month shall be added to the balance due to the firm.

In the event that application is made to the court for fees to be paid by another, its is expressly understood that all fees incurred by the client shall be the obligation of the client; monies collected from another party may be credited to the clients bill with any surpluses returned to the client, however in all circumstances this firm will look to the client for payment.

X Credit Card and Service Fee to the firm: The firm prefers to receive payment in cash or check. If the client elects to make payment by credit or debit card, the client will be charged a

convenience fee equal to the bank charges and processing fees. All fees under this section shall be deemed a disbursement.

Credit Card Service Fee to Courts and Third Parties: Where a Court or third party charges a fee for use of a credit or debit card or other electronic payment, the client will be charged a equal to the fee incurred by the firm on the client's behalf. All fees under this section shall be deemed a disbursement.

Copy/Fax Fees: The client agrees to pay the firm the sum of \$0.25 cents per page for photocopies, \$0.50 per page for incoming faxes and \$1.00 per page for outgoing faxes. Black and white documents text only received by email will be printed at \$0.25 cents per page. Color documents, graphic and photographs will be printed at \$1.00/page. All fees under this section shall be deemed a disbursement.

Technology Acquisition: Any technology acquired for or on behalf of a client including but not limited to storage drives, portable drives, thumb drives and CD Roms shall be billed to the client as a disbursement.

Data Conversion/Manipulation charges: It expected that any documents transmitted to the firm electronically shall be in MSWord or PDF format. Documents transmitted in any other format shall be subject to fee to be computed according to the firm's ordinary hourly rates for the time necessary to convert the document or item to these formats. Where client documents must be manipulated for transmittal or upload such as for size, bookmarking, hyperlinking or redaction, the client shall be charged a fee computed at the firm's ordinary hourly rates.. All fees under this section shall be deemed a disbursement.

XI Security interests: While the firm expects to be paid the fees due in a timely fashion, in situations where the client does not have funds readily available to pay additional fees as they accrue, the firm may, as an accommodation, agree to take a security interest in property in lieu of an immediate payment. A security interest may take the form of a confession of judgment, promissory note, or mortgage on specified property. The firm also maintains a lien of all files and property until financial obligations are paid in full or arrangements are made by agreement or order of a court of competent jurisdiction. The client is advised that in the context of a matrimonial action, that any such security interest can be granted to the firm only with the permission of the justice assigned to the client's case after notice to the opposing party.

To the extent permitted by law, the firm shall have a retaining lien on the client's file until all obligations to the firm are paid in full

In the event such application for payment of counsel fees by another (eg: spouse or other adverse party) and a security interest for the fees due this firm is made to the court, the client agrees to cooperate in connection with such application and to consent to the relief being requested by the court.

XII Withdrawal of the firm from representation.

A. The firm shall withdraw from representation of the client where (a) the lawyers of the firm knows or reasonably should know that the representation will result in a violation of these law or the rules of practice (b) the lawyer's physical or mental condition materially impairs the

lawyer's ability to represent the client; (c) the lawyer is discharged; or (d) the lawyer knows or reasonably should know that the client is bringing the legal action, conducting the defense, or asserting a position in the matter, or is otherwise having steps taken, merely for the purpose of harassing or maliciously injuring any person.

B. The firm may withdraw from representing a client when: (a) withdrawal can be accomplished without material adverse effect on the interests of the client; (b) the client persists in a course of action involving the lawyer's services that the lawyer reasonably believes is criminal or fraudulent; (c) the client has used the lawyer's services to perpetrate a crime or fraud; (d) the client insists upon taking action with which the lawyer has a fundamental disagreement; (e) the client deliberately disregards an agreement or obligation to the lawyer as to expenses or fees; (f) the client insists upon presenting a claim or defense that is not warranted under existing law and cannot be supported by good faith argument for an extension, modification, or reversal of existing law; (g) the client fails to cooperate in the representation or otherwise renders the representation unreasonably difficult for the lawyer to carry out employment effectively; (h) the lawyer's inability to work with co-counsel indicates that the best interest of the client likely will be served by withdrawal; (i) the lawyer's mental or physical condition renders it difficult for the lawyer to carry out the representation effectively; (j) the client knowingly and freely assents to termination of the employment; (k) withdrawal is permitted under rule or law; (l) the lawyer believes in good faith, in a matter pending before a tribunal, that the tribunal will find the existence of other good cause for withdrawal; or (m) the client insists that the lawyer pursue a course of conduct which is illegal or prohibited under the rules of practice.)

C. If permission for withdrawal from employment is required by the rules of a tribunal, a the firm will not withdraw from employment in a matter before that tribunal without its permission. When ordered to do so by a tribunal, a lawyer shall continue representation notwithstanding good cause for terminating the representation.

D. Even when withdrawal is otherwise permitted or required, upon termination of representation, the firm shall take steps, to the extent reasonably practicable, to avoid foreseeable prejudice to the rights of the client, including giving reasonable notice to the client, allowing time for employment of other counsel, delivering to the client all papers and property to which the client is entitled, promptly refunding any part of a fee paid in advance that has not been earned and complying with applicable laws and rules.

XIII In certain circumstances, where a dispute arises concerning the attorney's fee, the client may seek arbitration, which would be binding upon both the attorney and client; in those matters, the attorney shall provide information concerning fee arbitration in the event of such dispute or upon the client's request. In all fee disputes in matrimonial cases, clients may seek arbitration.

A. While the Mann Law Firm P.C., seeks to avoid any fee disputes with our clients, and rarely has such disputes, in the event such a dispute does arise, the client is advised that they may have the right, at their own election, to seek arbitration to resolve the fee dispute. (If that right is afforded under 22 NYCRR Part 137 or other applicable law) In such event, the firm shall advise the client in writing by certified mail that they have 30 days from receipt of notice in which to elect to resolve the dispute by arbitration, and the firm shall enclose a copy of the arbitration rules and a form for requesting arbitration. The decision resulting from arbitration is binding upon both the client and this firm.

- B. In the unlikely event that the Mann Law Firm must seek assistance of the Courts in collecting any fees contemplated herein, the parties agree that venue for any action hereunder shall be commenced in the Courts of the State of New York; Albany County (or a court of competent monetary jurisdiction therein. For purposes of this provision, the client shall be deemed a resident of Albany County
- C. It is also agreed that in the unlikely event that the Mann Law Firm P.C. must resort to any collection efforts beyond its ordinary periodic billing statement, it is agreed that the client will pay any and all costs and fees associated with said collection effort to the extent permitted at law. In the event of legal action, the prevailing party (firm or client) shall be entitled to recover attorneys fees, costs and disbursements
- XIV Acknowledgments and Understandings: The client acknowledges that he or she has read this agreement in its entirety, has had full opportunity to consider its terms, and has had full and satisfactory explanation of the same, and fully understands its terms and agrees to such terms. The client fully understands and acknowledges that there are no additional or different terms or agreements other than those expressly set forth in this written agreement. This agreement may only be modified, amended or altered by a writing signed by the client and an authorized member of the firm.
- The client acknowledges that he or she was provided with and read the Statement of Client's Rights, upon intake a copy of which are set forth herein:
1. You are entitled to be treated with courtesy and consideration at all times by your lawyer and the other lawyers and non-lawyer personnel in your lawyers office.
 2. You are entitled to have your attorney handle your legal matter competently and diligently, in accordance with the highest standards of the profession. If you are not satisfied with how your matter is being handled, you have the right to discharge your attorney and terminate the attorney-client relationship at any time. (Court approval may be required in some matters, and your attorney may have a claim against you for the value of services rendered to you up to the point of discharge.)
 3. You are entitled to your lawyer's independent professional judgment and undivided loyalty uncompromised by conflicts of interest.
 4. You are entitled to be charged reasonable fees and expenses and to have your lawyer explain before or within a reasonable time after commencement of the representation how the fees and expenses will be computed and the manner and frequency of billing. You are entitled to request and receive a written itemized bill from your attorney at reasonable intervals. You may refuse to enter into any arrangement for fees and expenses that you find unsatisfactory. In the event of a fee dispute, you may have the right to seek arbitration; your attorney will provide you with the necessary information regarding arbitration in the event of a fee dispute, or upon your request.
 5. You are entitled to have your questions and concerns addressed promptly and to receive a prompt reply to your letters, telephone calls, emails, faxes, and other communications.
 6. You are entitled to be kept reasonably informed as to the status of your matter and are entitled to have your attorney promptly comply with your reasonable requests for information, including your requests for copies of papers relevant to the matter. You are entitled to sufficient information to allow you to participate meaningfully in the development of your matter and make informed decisions regarding the representation.
 7. You are entitled to have your legitimate objectives respected by your attorney. In particular, the decision of whether to settle your matter is yours and not your lawyers. (Court approval of a settlement is required in some matters.)

8. You have the right to privacy in your communications with your lawyer and to have your confidential information preserved by your lawyer to the extent required by law.
9. You are entitled to have your attorney conduct himself or herself ethically in accordance with the New York Rules of Professional Conduct.
10. You may not be refused representation on the basis of race, creed, color, religion, sex, sexual orientation, age, national origin or disability.

XV Guidelines and Prohibitions:

The client is respectfully advised that the firm shall abide by a client's decisions concerning the objectives of representation and, shall consult with the client as to the means by which they are to be pursued.

The firm shall abide by a client's decision whether to settle a matter but will advise the client as to the applicable laws and rules, as well as the implications and potential consequences of doing so.

The firm's representation of a client, including representation by appointment, does not constitute an endorsement of the client's political, economic, social or moral views or activities.

No member of this firm shall counsel a client to engage, or assist a client, in conduct that the lawyer knows is illegal or fraudulent, however, the firm may discuss the legal consequences of any proposed course of conduct with a client.

The firm may refuse to aid or participate in conduct that a lawyer in the firm believes to be unlawful, even though there is some support for an argument that the conduct is legal.

The firm will not bring a legal action, conduct a defense, or assert a position in a matter, or otherwise have steps taken for such client, merely for the purpose of harassing or maliciously injuring any person;

The firm will not present a claim or defense in a matter that is not warranted under existing law, unless it can be supported by a good faith argument for an extension, modification, or reversal of existing law.

No member of this firm will counsel a client utilize the criminal justice system to obtain an advantage in a civil matter; where the client is the victim of a crime, nothing in this agreement will prevent the client from seeking prosecution of the offender.

The client consents to allow the lawyers within the firm to exercise professional judgment to waive or fail to assert a right or position of the client, or accede to reasonable requests of opposing counsel, when doing so does not prejudice the rights of the client.

XVI. No Guarantees It is specifically acknowledged by the client that this firm has made no representations to the client, expressed or implied, concerning the outcome of the litigation presently pending, hereafter to be commenced or sought to be avoided. The client further acknowledges that this firm has not guaranteed and cannot guarantee the success of any action taken by the firm on the clients behalf during such litigation with respect to any matter therein.

The client acknowledges that the firm pledges zealous and competent representation within the bounds of the law.

XVII Additional Rules: Respect of Firm, Staff and other clients

The client will treat all members of the firm, the public with courtesy and respect. This includes the adversary party. The client understands that one can disagree without being disagreeable, rude or discourteous.

The office is open for business 9:00am-5:00pm Monday-Friday and is closed on legal holidays. Unless otherwise mutually arranged in advance and except in the case of an emergency, the client is not to contact the firm or any member or employee thereof other than during these business hours.

In the event of an emergency outside of ordinary business hours then the client may contact the firm through the emergency contact number provided on the firm's outgoing voicemail. An emergency is defined as an event or occurrence where the client's life, liberty or property is in imminent jeopardy of irreparable harm before the next business day

If the client is made privy to an attorney's cellular telephone number, the client shall not make any received without the prior consent of the attorney. Consent is deemed withdrawn upon cessation of the emergent circumstances or the concluding of the limited time or event for which consent was granted. In the event of an emergency, the client must first attempt use of the emergency number provided.

Except in an emergency, the client shall not just drop in or appear at an office of the firm without an appointment or consent of the firm. This rule is intended to protect the confidences of this client and others.

These rules are intended to protect the privacy and sanctity of non-working hours to attorneys and staff of the firm; the client acknowledges that they will be emphatically reprimanded for violations of these rules of courtesy. Multiple violations of these additional rules may be construed as the basis for a request or application to withdraw based upon a breakdown of the attorney client relationship.

XVIII The client is aware of the hazards of litigation and acknowledges that the firm has made no guarantees in the disposition of any phase of the matter for which the client has retained this office.

Your signature below acknowledges your approval of and consent to abide by this fee arrangement.

If required by law or the Court, a copy of this retainer agreement may be required to be filed with the court in which your action is pending or provided to another party.

XIX By signing this agreement, the firm agrees to abide by the terms of this agreement

Sincerely, Mann Law Firm P.C.
By Matthew J. Mann, Esq.

I (WE) HAVE HAD AMPLE TIME TO REVIEW THIS AGREEMENT (init) TQJ ~~SSJ~~ LPJ *M.S.S.*

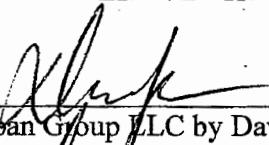
I (WE) HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT (init) TQJ ~~SSJ~~ LPJ

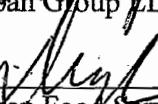
THE LAWYER REVIEWING THIS AGREEMENT WITH ME (US) HAS EXPLAINED ITS
TERMS TO MY (OUR) SATISFACTION (init) TQJ ~~SSJ~~ LPJ *M.S.S.J.*

I (WE) UNDERSTAND THAT THIS AGREEMENT CONSTITUTES A LEGAL AND BINDING
CONTRACT (init) TQJ ~~SSJ~~ LPJ *M.S.S.J.*

I (WE) HAVE RECEIVED A COPY OF THIS AGREEMENT AND ACCEPT ALL OF ITS
TERMS. (init) TQJ ~~SSJ~~ LPJ *M.S.S.J.*

I ACKNOWLEDGE THAT THERE ARE NO OTHER TERMS OF THIS AGREEMENT (init) TQJ
M.S.S.J. ~~SSJ~~ LPJ *M*

 Date 4/3/17
Ichiban Group LLC by David Ip, Managing Member

 Date 4/3/17
Ichiban Food Service Inc. by David Ip, President

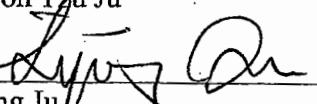
 Date 4/3/17
Chen & Ju Inc. by Liping Ju, President

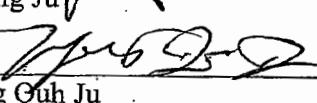
 Date 4/3/17
David, Ip,

 Date 4/3/17
Shio Fei Ju,

Date _____
Shin Shii Ju,

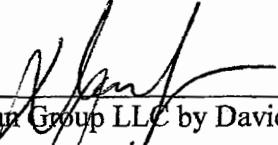
Date _____
Chwon Tzu Ju

 Date 4/3/17
Liping Ju

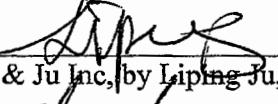
 Date 4/3/17
Tyng Quh Ju

Date _____
Tommy Ju

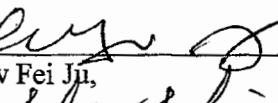
The undersigned, having reviewed the Complaint agree that at present they believe that their interests are consistent in the defense of the action Zhang v. Ichiban Group LLC et al NDNY Case No 1:17-CV-148. In the event that a conflict of interest should become known or should arise during the course of representation between any of the undersigned, each of the undersigned agree to allow the Mann Law Firm P.C. to withdraw as counsel to all in this case.

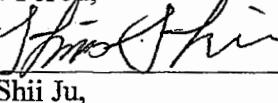
 Date 4/3/17
Ichiban Group LLC by David Ip, Managing Member

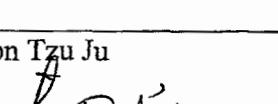
 Date 4/3/17
Ichiban Food Service Inc, by David Ip, President

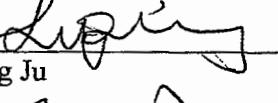
 Date 4/3/17
Chen & Ju Inc, by Liping Ju, President

 Date 4/3/17
David Ip,

 Date 4/3/17
Shih Fei Ju,

 Date 4/3/17
Shin Shii Ju,

 Date
Chwon Tzu Ju

 Date 4/3/17
Liping Ju

 Date 4/3/17
Tyng Ouh Ju

 Date 4/10/17
Tommy Ju

STATE OF NEW YORK

COUNTY OF

On this the 3rd day of April in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared David Ip personally known to me or proved to me in the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STEPHAN R WEISS
Notary Public, State of New York
Registration #02WE6338621
Qualified In Rensselaer County
Commission Expires March 14, 20²⁴

STATE OF NEW YORK

COUNTY OF 3rd

On this the 3rd day of April in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared Shio Fei Ju personally known to me or proved to me in the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

ERIC W. BODE
Notary Public, State of New York
No. 01BO6327498
Qualified in Schenectady County
Commission Expires July 6, 2024

STATE OF NEW YORK

COUNTY OF

On this the 18 day of April in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared Shin Shii Ju personally known to me or proved to me in the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

THERESA CROOKS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CR6191817
My Commission Expires 8.25.2020
Saratoga County

Notary Public

STATE OF NEW YORK

COUNTY OF

On this the 10 day of April in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared Chwon Tzu Ju personally known to me or proved to me in the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

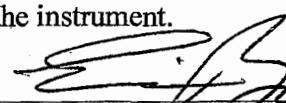
THERESA CROOKS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CR6191817
My Commission Expires 8.25.2020
Saratoga County

Notary Public

STATE OF NEW YORK

COUNTY OF 3rd

On this the 3rd day of April in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared Liping Ju personally known to me or proved to me in the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



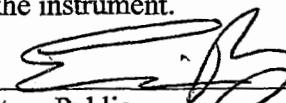
Notary Public

ERIC W. BODE
Notary Public, State of New York
No. 01BO6327498
Qualified in Schenectady County
Commission Expires July 6, 2019

STATE OF NEW YORK

COUNTY OF 3rd

On this the 3rd day of April in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared Tyng Quh Ju personally known to me or proved to me in the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

ERIC W. BODE
Notary Public, State of New York
No. 01BO6327498
Qualified in Schenectady County
Commission Expires July 6, 2019

STATE OF NEW YORK

COUNTY OF

On this the _____ day of _____ in the year 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared Tommy Jupersonally known to me or proved to me in the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public



Exhibit *B*

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
04/03/2017	Balance forward		0.00
04/03/2017	Zhang v Ichiban 2017-		
04/03/2017	David Ip --- Meeting, 1.6 @ \$375.00 = 600.00	600.00	600.00
04/03/2017	Pacer/ECF --- Disbursement, 1 @ \$2.80 = 2.80	2.80	602.80
04/03/2017	--- Copies (B&W), 76 @ \$0.15 = 11.40	11.40	614.20
04/04/2017	David (act 1.25) --- Meeting, 0.75 @ \$375.00 = 281.25	281.25	895.45
04/18/2017	Preliminary Affidavits & Affirmation --- Draft, 8 @ \$375.00 = 3,000.00	3,000.00	3,895.45
04/18/2017	--- Research, 6.2 @ \$375.00 = 2,325.00	2,325.00	6,220.45
04/18/2017	Pacer/ECF --- Disbursement, 1 @ \$4.40 = 4.40	4.40	6,224.85
04/21/2017	Goldfinger --- Call To/ From, 0.25 @ \$375.00 = 93.75	93.75	6,318.60
04/21/2017	Goldfinger --- E-Mail to/from, 0.25 @ \$375.00 = 93.75	93.75	6,412.35
04/28/2017	Motion to Dismiss and Letter --- Draft, 8 @ \$375.00 = 3,000.00	3,000.00	9,412.35
04/28/2017	Court --- Letter, 0.25 @ \$375.00 = 93.75	93.75	9,506.10

Amount Due
\$189,307.62

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
05/04/2017	Letter to Client --- Review of Documents, 0.2 @ \$375.00 = 75.00	75.00	9,581.10
05/04/2017	Letter to Court --- Draft, 1 @ \$375.00 = 375.00	375.00	9,956.10
05/05/2017	Pre motion --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	9,993.60
05/05/2017	Letter to Troy --- Review of Documents, 0.1 @ \$375.00 = 37.50	37.50	10,031.10
05/05/2017	To /From Troy --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	10,068.60
05/05/2017	Docket Review --- Review of Documents, 0.05 @ \$375.00 = 18.75	18.75	10,087.35
05/05/2017	Client --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	10,124.85
05/08/2017	Court Appearance by phone --- Appearance, 0.25 @ \$425.00 = 106.25	106.25	10,231.10
05/08/2017	Amended Affidavit - Ip --- Draft, 0.2 @ \$375.00 = 75.00	75.00	10,306.10
05/08/2017	Amended Affirmation Mann --- Draft, 0.2 @ \$375.00 = 75.00	75.00	10,381.10
05/08/2017	Amended Memo of Law --- Draft, 0.2 @ \$375.00 = 75.00	75.00	10,456.10
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
06/05/2017	Federal Cases --- Research, 0.35 @ \$375.00 = 131.25	131.25	10,587.35
06/06/2017	Case law --- Review of Documents, 0.25 @ \$375.00 = 93.75	93.75	10,681.10
06/06/2017	Opposition & Check Citations --- Review of Documents, 1.5 @ \$375.00 = 562.50	562.50	11,243.60
06/06/2017	Reply Affidavits & Affirmation --- Draft, 4.2 @ \$375.00 = 1,575.00	1,575.00	12,818.60
06/07/2017	emails of Ip & W2 --- Review of Documents, 0.3 @ \$375.00 = 112.50	112.50	12,931.10
06/07/2017	Client (Actual .8) --- Meeting, 0.25 @ \$375.00 = 93.75	93.75	13,024.85
06/07/2017	Additional Doc Reg --- Research, 0.4 @ \$375.00 = 150.00	150.00	13,174.85
06/20/2017	Court --- Call To/ From, 0.1 @ \$375.00 = 37.50	37.50	13,212.35
11/09/2017	Credit Card Fee --- Disbursement, 1 @ \$65.35 = 65.35	65.35	13,277.70
12/05/2017	Verified Answer - Chen&Ju, Liping Ju, Ichiban, Quit Ju --- Draft, 2.1 @ \$375.00 = 787.50	787.50	14,065.20
12/05/2017	Client --- Meeting, 0.5 @ \$375.00 = 187.50	187.50	14,252.70
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
12/05/2017	Client --- Meeting \$0.00	0.00	14,252.70
12/08/2017	Answer (2 Corps & David) --- Draft, 2.1 @ \$375.00 = 787.50	787.50	15,040.20
12/11/2017	Scan & Upload Answer --- Scan Document, 0.25 @ \$375.00 = 93.75	93.75	15,133.95
12/12/2017	Response to Demand --- Draft, 0.2 @ \$375.00 = 75.00	75.00	15,208.95
12/13/2017	--- Postage, 0.46 @ \$0.45 = 0.21	0.21	15,209.16
12/13/2017	Troy --- Letter, 0.15 @ \$375.00 = 56.25	56.25	15,265.41
12/25/2017	Court --- Letter, 0.2 @ \$375.00 = 75.00	75.00	15,340.41
12/25/2017	Client (3x) --- E-Mail to/from, 0.2 @ \$375.00 = 75.00	75.00	15,415.41
12/25/2017	Affidavit of Emily Ju --- Draft, 1.2 @ \$375.00 = 450.00	450.00	15,865.41
01/01/2018	Answer of Chwon Tzu & Shin Shii Ju --- Draft, 1 @ \$375.00 = 375.00	375.00	16,240.41
01/09/2018	Court --- Letter, 0.2 @ \$375.00 = 75.00	75.00	16,315.41
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
01/09/2018	Order --- Review of Documents, 0.1 @ \$375.00 = 37.50	37.50	16,352.91
01/11/2018	Client --- Call To/ From, 0.1 @ \$375.00 = 37.50	37.50	16,390.41
01/11/2018	Client --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	16,427.91
01/11/2018	Letter of Troy --- Review of Documents, 0.5 @ \$375.00 = 187.50	187.50	16,615.41
01/12/2018	Court --- Letter, 0.4 @ \$375.00 = 150.00	150.00	16,765.41
01/12/2018	Meet w Client --- Review of Documents, 0.1 @ \$375.00 = 37.50	37.50	16,802.91
01/12/2018	Affirmation of Service --- Draft, 0.1 @ \$375.00 = 37.50	37.50	16,840.41
01/12/2018	--- Research, 0.3 @ \$375.00 = 112.50	112.50	16,952.91
01/12/2018	Delivery of Answer for Filing --- Disbursement, 0.2 @ \$2.50 = 0.50	0.50	16,953.41
01/12/2018	--- Copies (B&W), 66 @ \$0.15 = 9.90	9.90	16,963.31
01/12/2018	Answer of Tzu & Shii --- Draft, 1 @ \$375.00 = 375.00	375.00	17,338.31
01/23/2018	Court --- Call To/ From, 0.3 @ \$375.00 = 112.50	112.50	17,450.81
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
01/31/2018	Affidavit (3) --- Draft, 0.5 @ \$375.00 = 187.50	187.50	17,638.31
02/12/2018	Troy --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	17,675.81
02/12/2018	Text Order --- Review of Documents, 0.05 @ \$375.00 = 18.75	18.75	17,694.56
02/12/2018	Rule 26(f) - Rough draft --- Draft, 0.3 @ \$375.00 = 112.50	112.50	17,807.06
02/15/2018	Case management Plan with Conference & Emails --- Draft, 2 @ \$375.00 = 750.00	750.00	18,557.06
02/20/2018	Client --- E-Mail to/from, 0.15 @ \$375.00 = 56.25	56.25	18,613.31
02/20/2018	Client (2) --- E-Mail to/from, 0.15 @ \$375.00 = 56.25	56.25	18,669.56
02/21/2018	Court Appearance --- Appearance, 1 @ \$425.00 = 425.00	425.00	19,094.56
02/21/2018	Travel to Court --- Travel, 0.75 @ \$375.00 = 281.25	281.25	19,375.81
02/21/2018	Text Order --- Review of Documents, 0.25 @ \$375.00 = 93.75	93.75	19,469.56
02/21/2018	Parking --- Disbursement, 3.5 @ \$2.50 = 8.75	8.75	19,478.31
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
02/23/2018	Motion to Dismiss --- Draft, 0.75 @ \$375.00 = 281.25	281.25	19,759.56
03/06/2018	Rule 26 Disclosure & Stipulation with Exhibits --- Draft, 1.8 @ \$375.00 = 675.00	675.00	20,434.56
03/16/2018	Other Cases of Troy --- Review of Documents, 1.6 @ \$375.00 = 600.00	600.00	21,034.56
03/16/2018	Rico - Fraud --- Research, 0.5 @ \$375.00 = 187.50	187.50	21,222.06
03/16/2018	(.10 per page to cap of 30 pages per doc) --- Pacer Download, 1 @ \$45.50 = 45.50	45.50	21,267.56
03/26/2018	Troy - Subpoenas - Liv & Thomas --- Letter, 0.2 @ \$375.00 = 75.00	75.00	21,342.56
03/31/2018	Research --- Pacer Download, 1 @ \$60.00 = 60.00	60.00	21,402.56
04/11/2018	Client, Thomas & Liv --- E-Mail to/from, 0.2 @ \$375.00 = 75.00	75.00	21,477.56
04/11/2018	Troy --- E-Mail to/from, 0.2 @ \$375.00 = 75.00	75.00	21,552.56
04/11/2018	emails of Troy --- Review of Documents, 0.25 @ \$375.00 = 93.75	93.75	21,646.31
04/11/2018	Troy --- E-Mail to/from, 0.2 @ \$375.00 = 75.00	75.00	21,721.31
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
04/11/2018	Client --- E-Mail to/from, 0.05 @ \$375.00 = 18.75	18.75	21,740.06
05/11/2018	Client --- Call To/ From, 0.15 @ \$375.00 = 56.25	56.25	21,796.31
05/23/2018	John Troy --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	21,833.81
06/13/2018	Troy --- E-Mail to/from, 0.25 @ \$375.00 = 93.75	93.75	21,927.56
06/13/2018	email & Letter of Troy --- Review of Documents \$375.00	375.00	22,302.56
06/25/2018	Client --- Call To/ From, 0.5 @ \$375.00 = 187.50	187.50	22,490.06
06/25/2018	Client --- E-Mail to/from, 0.5 @ \$375.00 = 187.50	187.50	22,677.56
06/28/2018	Clients --- E-Mail to/from, 0.25 @ \$375.00 = 93.75	93.75	22,771.31
06/28/2018	Clients --- Meeting, 0.5 @ \$375.00 = 187.50	187.50	22,958.81
06/29/2018	Troy --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	22,996.31
06/30/2018	Troy --- E-Mail to/from, 0.25 @ \$375.00 = 93.75	93.75	23,090.06
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
06/30/2018	& Letter to Troy --- E-Mail to/from, 0.15 @ \$375.00 = 56.25	56.25	23,146.31
07/25/2018	Schweitzer --- Call To/ From, 0.1 @ \$375.00 = 37.50	37.50	23,183.81
07/25/2018	Schweitzer --- E-Mail to/from, 0.25 @ \$375.00 = 93.75	93.75	23,277.56
07/25/2018	email of Troy --- Review of Documents, 0.15 @ \$375.00 = 56.25	56.25	23,333.81
07/25/2018	Troy Law --- E-Mail to/from, 0.15 @ \$375.00 = 56.25	56.25	23,390.06
07/27/2018	D'Agostino --- Call To/ From, 0.1 @ \$375.00 = 37.50	37.50	23,427.56
07/27/2018	Client --- E-Mail to/from, 0.2 @ \$375.00 = 75.00	75.00	23,502.56
07/27/2018	Motion Chen & Ju; Letter to Court; Research 11USC362 & Non filing --- Draft, 1.6 @ \$375.00 = 600.00	600.00	24,102.56
07/31/2018	--- Copies (B&W), 80 @ \$0.15 = 12.00	12.00	24,114.56
07/31/2018	--- Postage, 1 @ \$2.05 = 2.05	2.05	24,116.61
07/31/2018	Court --- Letter, 0.5 @ \$375.00 = 187.50	187.50	24,304.11
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
07/31/2018	Order of D'Agostino --- Review of Documents, 0.05 @ \$375.00 = 18.75	18.75	24,322.86
07/31/2018	--- Meeting, 1 @ \$375.00 = 375.00	375.00	24,697.86
08/06/2018	Court & Review Court Order --- Letter, 0.2 @ \$375.00 = 75.00	75.00	24,772.86
08/08/2018	D'Agostino --- Call To/ From, 0.15 @ \$375.00 = 56.25	56.25	24,829.11
08/08/2018	Court --- Letter, 0.5 @ \$375.00 = 187.50	187.50	25,016.61
08/08/2018	David & Liping --- E-Mail to/from, 0.15 @ \$375.00 = 56.25	56.25	25,072.86
08/10/2018	Stipulation - Conflict Issues; Research of Conflict --- Draft, 4 @ \$375.00 = 1,500.00	1,500.00	26,572.86
11/18/2018	Client --- Call To/ From, 0.15 @ \$375.00 = 56.25	56.25	26,629.11
03/20/2019	Client --- E-Mail to/from, 0.15 @ \$375.00 = 56.25	56.25	26,685.36
03/20/2019	Bankruptcy Decision --- Review of Documents, 0.15 @ \$375.00 = 56.25	56.25	26,741.61
04/02/2019	Doc 66 - Computation , email of Troy & Order of Court --- Review of Documents, 1 @ \$375.00 = 375.00	375.00	27,116.61
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
04/02/2019	Docket Report --- Pacer Download, 1 @ \$1.90 = 1.90	1.90	27,118.51
04/03/2019	Doc 89 - Complaint & Draft Answer of Ichiban Group LLC - Compare & Contract to past filings & Orders --- Review of Documents, 1.6 @ \$375.00 = 600.00	600.00	27,718.51
04/03/2019	Wage --- Research, 0.8 @ \$375.00 = 300.00	300.00	28,018.51
04/04/2019	Client (3x) (act .25hr) --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	28,056.01
04/10/2019	Court --- Letter, 0.25 @ \$375.00 = 93.75	93.75	28,149.76
04/10/2019	Complaint --- Review of Documents, 0.25 @ \$375.00 = 93.75	93.75	28,243.51
04/11/2019	FOIL Req --- Disbursement, 1 @ \$28.50 = 28.50	28.50	28,272.01
04/11/2019	Balance of Answer (Actual 5.0hr) --- Draft, 3 @ \$375.00 = 1,125.00	1,125.00	29,397.01
05/02/2019	Opposition --- E-Mail to/from, 0.05 @ \$375.00 = 18.75	18.75	29,415.76
05/02/2019	Court --- Letter, 0.25 @ \$375.00 = 93.75	93.75	29,509.51
05/02/2019	DOL Docs --- Review of Documents, 1 @ \$375.00 = 375.00	375.00	29,884.51
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
05/08/2019	James Thong --- Call To/ From, 0.15 @ \$375.00 = 56.25	56.25	29,940.76
05/08/2019	Discovery --- Review of Documents, 0.5 @ \$375.00 = 187.50	187.50	30,128.26
05/08/2019	Letter --- Draft, 0.5 @ \$375.00 = 187.50	187.50	30,315.76
05/08/2019	Client --- Meeting, 1.75 @ \$375.00 = 656.25	656.25	30,972.01
05/09/2019	Troy --- E-Mail to/from, 0.15 @ \$375.00 = 56.25	56.25	31,028.26
05/09/2019	Letter --- Draft, 0.15 @ \$375.00 = 56.25	56.25	31,084.51
05/10/2019	--- Postage, 1 @ \$0.95 = 0.95	0.95	31,085.46
05/10/2019	Client --- E-Mail to/from, 0.05 @ \$375.00 = 18.75	18.75	31,104.21
05/10/2019	Answer to Counterclaims --- Review of Documents, 0.3 @ \$375.00 = 112.50	112.50	31,216.71
05/10/2019	Amended Answer to Counterclaims --- Draft, 0.5 @ \$375.00 = 187.50	187.50	31,404.21
05/10/2019	Amended Discovery & Inspection --- Draft, 1.5 @ \$375.00 = 562.50	562.50	31,966.71
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
05/10/2019	Troy --- Letter, 0.3 @ \$375.00 = 112.50	112.50	32,079.21
05/13/2019	Client --- Meeting, 0.25 @ \$375.00 = 93.75	93.75	32,172.96
05/17/2019	Weisberg --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	32,210.46
05/17/2019	New Discovery Demands --- Review of Documents, 1.5 @ \$375.00 = 562.50	562.50	32,772.96
05/17/2019	Letter to Troy --- Draft, 1 @ \$375.00 = 375.00	375.00	33,147.96
05/22/2019	Telephone Court Appearance --- Appearance, 0.5 @ \$425.00 = 212.50	212.50	33,360.46
05/22/2019	Printed C of A --- Research, 0.6 @ \$375.00 = 225.00	225.00	33,585.46
05/23/2019	Troy --- E-Mail to/from, 0.3 @ \$375.00 = 112.50	112.50	33,697.96
05/23/2019	Additional Troy --- E-Mail to/from, 0.2 @ \$375.00 = 75.00	75.00	33,772.96
05/24/2019	Court Order --- Review of Documents, 0.1 @ \$375.00 = 37.50	37.50	33,810.46
05/25/2019	Court --- Letter, 0.4 @ \$375.00 = 150.00	150.00	33,960.46
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
05/25/2019	Troy --- E-Mail to/from, 0.2 @ \$375.00 = 75.00	75.00	34,035.46
06/04/2019	Client --- E-Mail to/from, 0.25 @ \$375.00 = 93.75	93.75	34,129.21
06/04/2019	Court --- Letter, 0.15 @ \$375.00 = 56.25	56.25	34,185.46
06/04/2019	Client & Troy --- E-Mail to/from, 0.15 @ \$375.00 = 56.25	56.25	34,241.71
06/04/2019	Rule 26 --- Review of Documents, 0.15 @ \$375.00 = 56.25	56.25	34,297.96
06/05/2019	Client --- Call To/ From, 0.5 @ \$375.00 = 187.50	187.50	34,485.46
06/05/2019	Troy --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	34,522.96
06/05/2019	Order of Court --- Review of Documents, 0.05 @ \$375.00 = 18.75	18.75	34,541.71
06/06/2019	Troy --- E-Mail to/from, 0.2 @ \$375.00 = 75.00	75.00	34,616.71
06/06/2019	email of Troy --- Review of Documents, 0.05 @ \$375.00 = 18.75	18.75	34,635.46
06/11/2019	Letter of Court (6-10-2019) --- Review of Documents, 0.05 @ \$375.00 = 18.75	18.75	34,654.21
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
06/11/2019	Letter to Court --- Draft, 0.4 @ \$375.00 = 150.00	150.00	34,804.21
06/11/2019	Court Orders --- Review of Documents, 0.05 @ \$375.00 = 18.75	18.75	34,822.96
06/12/2019	Client --- Call To/ From, 0.3 @ \$375.00 = 112.50	112.50	34,935.46
06/12/2019	Court --- Letter, 0.15 @ \$375.00 = 56.25	56.25	34,991.71
06/12/2019	Troy --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	35,029.21
06/12/2019	Client --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	35,066.71
06/12/2019	Leguire (3x) --- E-Mail to/from, 0.15 @ \$375.00 = 56.25	56.25	35,122.96
06/12/2019	Client --- E-Mail to/from, 0.2 @ \$375.00 = 75.00	75.00	35,197.96
06/20/2019	Answer --- Review of Documents, 0.15 @ \$375.00 = 56.25	56.25	35,254.21
06/20/2019	Client --- E-Mail to/from, 0.15 @ \$375.00 = 56.25	56.25	35,310.46
06/20/2019	Answer --- Review of Documents, 0.1 @ \$375.00 = 37.50	37.50	35,347.96
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
06/26/2019	NDNY Court & Interpreter --- Call To/ From, 0.25 @ \$375.00 = 93.75	93.75	35,441.71
06/26/2019	Troy --- Letter, 0.2 @ \$375.00 = 75.00	75.00	35,516.71
06/26/2019	Troy --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	35,554.21
06/26/2019	Client --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	35,591.71
06/26/2019	Model & D&J Objection --- Draft, 1 @ \$375.00 = 375.00	375.00	35,966.71
07/09/2019	Troy --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	36,004.21
07/09/2019	Client - Finalizing Interrogatory Troy Responses --- Meeting, 1.2 @ \$375.00 = 450.00	450.00	36,454.21
07/15/2019	Interpreter --- Call To/ From, 0.15 @ \$375.00 = 56.25	56.25	36,510.46
07/15/2019	Interpreter --- E-Mail to/from, 0.15 @ \$375.00 = 56.25	56.25	36,566.71
07/30/2019	Troy - Discovery (Multiple) --- E-Mail to/from, 0.25 @ \$375.00 = 93.75	93.75	36,660.46
08/09/2019	Telephone Court Appearance --- Appearance, 1.5 @ \$425.00 = 637.50	637.50	37,297.96

Amount Due
\$189,307.62

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
08/09/2019	Client --- Meeting, 1 @ \$375.00 = 375.00	375.00	37,672.96
08/09/2019	Prep for Conference --- Prep, 0.5 @ \$375.00 = 187.50	187.50	37,860.46
08/09/2019	Prep for Depositions --- Prep, 7 @ \$375.00 = 2,625.00	2,625.00	40,485.46
08/12/2019	Depositions (ICE Issue) --- Appearance, 5.2 @ \$375.00 = 1,950.00	1,950.00	42,435.46
08/12/2019	Continued Prep --- Prep, 2 @ \$375.00 = 750.00	750.00	43,185.46
08/13/2019	Depositions --- Appearance, 9 @ \$375.00 = 3,375.00	3,375.00	46,560.46
08/13/2019	Deposition Refreshments --- Disbursement, 1 @ \$35.00 = 35.00	35.00	46,595.46
08/14/2019	Depositions --- Appearance, 8 @ \$375.00 = 3,000.00	3,000.00	49,595.46
08/14/2019	emails & Letter to Troy (Sheriff) --- Draft, 0.2 @ \$375.00 = 75.00	75.00	49,670.46
08/14/2019	Deposition Lunch for Steno/I Interpreter & Counsel --- Disbursement, 1 @ \$80.95 = 80.95	80.95	49,751.41
08/14/2019	--- Copies (B&W), 74 @ \$0.15 = 11.10	11.10	49,762.51
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
08/15/2019	Client --- Prep, 0.5 @ \$375.00 = 187.50	187.50	49,950.01
08/15/2019	Depositions (10-2) --- Appearance, 4 @ \$375.00 = 1,500.00	1,500.00	51,450.01
08/15/2019	Court --- Letter, 0.25 @ \$375.00 = 93.75	93.75	51,543.76
08/15/2019	Client --- Meeting, 0.8 @ \$375.00 = 300.00	300.00	51,843.76
08/15/2019	Court Order --- Review of Documents, 0.2 @ \$375.00 = 75.00	75.00	51,918.76
08/16/2019	Court --- Letter, 0.5 @ \$375.00 = 187.50	187.50	52,106.26
08/20/2019	Client to review answer (act .5) --- Meeting, 0.3 @ \$375.00 = 112.50	112.50	52,218.76
08/21/2019	Letter of Troy --- Review of Documents, 0.25 @ \$375.00 = 93.75	93.75	52,312.51
08/21/2019	Court --- Letter, 1 @ \$375.00 = 375.00	375.00	52,687.51
08/22/2019	Court Appearance --- Appearance, 1.5 @ \$425.00 = 637.50	637.50	53,325.01
08/22/2019	Travel to Court --- Travel, 4.5 @ \$375.00 = 1,687.50	1,687.50	55,012.51
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
08/22/2019	Troy Law --- E-Mail to/from, 0.25 @ \$375.00 = 93.75	93.75	55,106.26
08/22/2019	email & Docs to Troy Law --- Draft, 0.35 @ \$375.00 = 131.25	131.25	55,237.51
08/22/2019	Parking --- Disbursement, 1 @ \$2.50 = 2.50	2.50	55,240.01
08/22/2019	NYS Thruway Tolls – 24-36 x 2 --- Disbursement, 2 @ \$6.35 = 12.70	12.70	55,252.71
08/22/2019	Fuel --- Disbursement, 16 @ \$2.39 = 38.24	38.24	55,290.95
08/22/2019	Counsel Meal – Syracuse Conference --- Disbursement, 1 @ \$40.00 = 40.00	40.00	55,330.95
08/26/2019	Answer to Habeas Corpus --- Draft, 1.8 @ \$375.00 = 675.00	675.00	56,005.95
08/26/2019	Client (act .5) --- Meeting, 0.25 @ \$375.00 = 93.75	93.75	56,099.70
08/26/2019	Docket Report --- Pacer Download, 1 @ \$2.90 = 2.90	2.90	56,102.60
08/30/2019	Steno Leguire --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	56,140.10
08/30/2019	Letter of Troy --- Review of Documents, 0.1 @ \$375.00 = 37.50	37.50	56,177.60
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
08/30/2019	Client --- E-Mail to/from, 0.2 @ \$375.00 = 75.00	75.00	56,252.60
08/30/2019	Troy --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	56,290.10
09/05/2019	Lui - Interpreter - 8-12-2019 --- Disbursement, 1 @ \$1,600.00 = 1,600.00	1,600.00	57,890.10
09/09/2019	Troy & Review --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	57,927.60
09/11/2019	Troy Law - Depositions --- E-Mail to/from, 0.5 @ \$375.00 = 187.50	187.50	58,115.10
09/12/2019	Court --- Letter, 0.5 @ \$375.00 = 187.50	187.50	58,302.60
09/12/2019	Troy --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	58,340.10
09/12/2019	To Troy --- Letter, 1 @ \$8.75 = 8.75	8.75	58,348.85
09/13/2019	Troy --- Letter, 0.25 @ \$375.00 = 93.75	93.75	58,442.60
09/13/2019	Troy (4x) --- E-Mail to/from, 0.15 @ \$375.00 = 56.25	56.25	58,498.85
09/13/2019	Letter of Troy (Doc144) --- Review of Documents, 0.05 @ \$375.00 = 18.75	18.75	58,517.60
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
09/13/2019	Video Depositions --- Research, 0.2 @ \$375.00 = 75.00	75.00	58,592.60
09/13/2019	Skype --- Research, 1.5 @ \$375.00 = 562.50	562.50	59,155.10
09/13/2019	Leguire & Lui - Cancel Steno & Interpreter --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	59,192.60
09/13/2019	Docket Report --- Pacer Download, 1 @ \$3.00 = 3.00	3.00	59,195.60
09/13/2019	Prep for 9-16-2019 Conference --- Prep, 0.2 @ \$375.00 = 75.00	75.00	59,270.60
09/16/2019	Telephone Court Appearance --- Appearance, 0.5 @ \$425.00 = 212.50	212.50	59,483.10
09/16/2019	Leguire & Lui - Steno & Interpreter (2x) --- E-Mail to/from, 0.15 @ \$375.00 = 56.25	56.25	59,539.35
09/16/2019	David & Emily --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	59,576.85
09/16/2019	Rule 7.1 Disclosure --- Draft, 0.2 @ \$375.00 = 75.00	75.00	59,651.85
09/16/2019	Client --- Meeting, 1 @ \$375.00 = 375.00	375.00	60,026.85
10/03/2019	Emily Ju (act 1.5) --- Meeting, 0.75 @ \$375.00 = 281.25	281.25	60,308.10
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
10/06/2019	--- Copies (B&W), 286 @ \$0.15 = 42.90	42.90	60,351.00
10/06/2019	Client with 2 emails --- Call To/ From, 0.25 @ \$375.00 = 93.75	93.75	60,444.75
10/06/2019	Deposition Prep --- Prep, 2.6 @ \$375.00 = 975.00	975.00	61,419.75
10/07/2019	Deposition - Xue Hui Zhang --- Appearance, 7 @ \$425.00 = 2,975.00	2,975.00	64,394.75
10/07/2019	Deposition - Gue Yon Zhang --- Appearance, 7 @ \$425.00 = 2,975.00	2,975.00	67,369.75
10/07/2019	Court --- Letter, 1 @ \$375.00 = 375.00	375.00	67,744.75
10/07/2019	NLRB --- E-Mail to/from, 0.5 @ \$375.00 = 187.50	187.50	67,932.25
10/11/2019	Deposition --- Appearance, 7.2 @ \$425.00 = 3,060.00	3,060.00	70,992.25
10/11/2019	Deposition --- Travel, 0.8 @ \$375.00 = 300.00	300.00	71,292.25
10/11/2019	Court --- Letter, 0.3 @ \$375.00 = 112.50	112.50	71,404.75
10/11/2019	--- Prep, 0.5 @ \$375.00 = 187.50	187.50	71,592.25
10/11/2019	Deposition Lunch --- Disbursement, 1 @ \$36.07 = 36.07	36.07	71,628.32
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
10/15/2019	Court with Research --- Letter, 1.8 @ \$375.00 = 675.00	675.00	72,303.32
10/15/2019	Letter of Troy --- Review of Documents, 0.2 @ \$375.00 = 75.00	75.00	72,378.32
10/16/2019	Leguire --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	72,415.82
10/16/2019	Order of Court --- Review of Documents, 0.05 @ \$375.00 = 18.75	18.75	72,434.57
10/16/2019	Client --- Meeting, 0.1 @ \$375.00 = 37.50	37.50	72,472.07
10/17/2019	Troy --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	72,509.57
10/17/2019	Client --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	72,547.07
10/17/2019	2nd Discovery Demand --- Review of Documents, 0.25 @ \$375.00 = 93.75	93.75	72,640.82
10/18/2019	Client & Troy --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	72,678.32
10/18/2019	Client - Draft 4 Affidavits & Review Motion --- Meeting, 2 @ \$375.00 = 750.00	750.00	73,428.32
10/18/2019	--- Exhibit Prep, 5.3 @ \$375.00 = 1,987.50	1,987.50	75,415.82
10/19/2019	--- Copies (B&W), 85 @ \$0.15 = 12.75	12.75	75,428.57
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
10/19/2019	Wage Computations 2011-2015 --- Draft, 5.2 @ \$375.00 = 1,950.00	1,950.00	77,378.57
10/19/2019	Redaction & Scanning --- Scan Document, 2.3 @ \$375.00 = 862.50	862.50	78,241.07
10/20/2019	--- Copies (B&W), 236 @ \$0.15 = 35.40	35.40	78,276.47
10/20/2019	--- Copies (B&W), 236 @ \$0.15 = 35.40	2,325.00	80,601.47
10/20/2019	Memo of Law --- Draft, 6.2 @ \$375.00 = 2,325.00	1,125.00	81,726.47
10/21/2019	--- Research, 3 @ \$375.00 = 1,125.00	2,437.50	84,163.97
	Davids' Affidavit, MJM Affirmation, Meet with Client, Adjust Computations, Prep Exhibits & Upload --- Draft, 6.5 @ \$375.00 = 2,437.50		
10/30/2019	Court --- Letter, 0.15 @ \$375.00 = 56.25	56.25	84,220.22
10/30/2019	Reply --- Review of Documents, 1 @ \$375.00 = 375.00	375.00	84,595.22
11/05/2019	Lui - Interpreter - 10-7&11-2019 --- Disbursement, 1 @ \$1,183.25 = 1,183.25	1,183.25	85,778.47
11/18/2019	Leguire - Transcription - 8-12-2019 --- Disbursement, 1 @ \$1,485.85 = 1,485.85	1,485.85	87,264.32
12/23/2019	Lequire - Transcription - 10-7&11-2019 --- Disbursement, 1 @ \$1,331.00 = 1,331.00	1,331.00	88,595.32
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
03/04/2020	Client --- E-Mail to/from, 0.25 @ \$375.00 = 93.75	93.75	88,689.07
03/04/2020	Decision & Order --- Review of Documents, 0.4 @ \$375.00 = 150.00	150.00	88,839.07
03/04/2020	Rough prep - spreadsheets (3x) --- Draft, 0.6 @ \$375.00 = 225.00	225.00	89,064.07
03/04/2020	Client --- Meeting, 0.5 @ \$375.00 = 187.50	187.50	89,251.57
03/04/2020	Review & Amend Employee Spreadsheets --- Review of Documents, 1 @ \$375.00 = 375.00	375.00	89,626.57
03/04/2020	Affidavit od David & Emily --- Draft, 1 @ \$375.00 = 375.00	375.00	90,001.57
03/04/2020	email of Troy --- Review of Documents, 0.1 @ \$375.00 = 37.50	37.50	90,039.07
03/04/2020	Client --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	90,076.57
03/16/2020	Client (by phone) --- Meeting, 0.2 @ \$375.00 = 75.00	75.00	90,151.57
03/18/2020	Troy (multiple) --- E-Mail to/from, 0.4 @ \$375.00 = 150.00	150.00	90,301.57
03/18/2020	Troy Status Report --- Review of Documents, 0.25 @ \$375.00 = 93.75	93.75	90,395.32
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
03/18/2020	Court - Status Report --- Letter, 1.2 @ \$375.00 = 450.00	450.00	90,845.32
03/20/2020	Client - class action (2x) --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	90,882.82
03/20/2020	David --- E-Mail to/from, 0.4 @ \$375.00 = 150.00	150.00	91,032.82
03/23/2020	Revise Affidavit & Review Revised Spreadsheets --- Review of Documents, 0.3 @ \$375.00 = 112.50	112.50	91,145.32
03/24/2020	Troy , Review Affidavit, Draft Affirmation --- E-Mail to/from, 0.25 @ \$375.00 = 93.75	93.75	91,239.07
04/13/2020	Troy --- E-Mail to/from, 0.05 @ \$375.00 = 18.75	18.75	91,257.82
05/08/2020	Mediation --- E-Mail to/from \$375.00	375.00	91,632.82
05/08/2020	Client - Scheduling Mediation --- E-Mail to/from \$375.00	375.00	92,007.82
05/13/2020	Virtual Court Appearance --- Appearance, 1 @ \$425.00 = 425.00	425.00	92,432.82
05/13/2020	Mediation List --- Review of Documents, 0.25 @ \$375.00 = 93.75	93.75	92,526.57
05/13/2020	Troy - Mediation --- E-Mail to/from, 0.35 @ \$375.00 = 131.25	131.25	92,657.82
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
05/19/2020	Schweitzer --- Letter, 1.5 @ \$375.00 = 562.50	562.50	93,220.32
05/19/2020	Clients (mult) --- E-Mail to/from, 0.25 @ \$375.00 = 93.75	93.75	93,314.07
05/19/2020	Discovery Demands --- Review of Documents, 0.5 @ \$375.00 = 187.50	187.50	93,501.57
05/19/2020	2 Revised Affidavits --- Draft, 0.4 @ \$375.00 = 150.00	150.00	93,651.57
05/19/2020	Court Order --- Review of Documents, 0.05 @ \$375.00 = 18.75	18.75	93,670.32
05/20/2020	Emily - Discovery --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	93,707.82
05/22/2020	Troy --- Call To/ From, 0.1 @ \$375.00 = 37.50	37.50	93,745.32
05/22/2020	Amended Spreadsheet --- Review of Documents, 0.05 @ \$375.00 = 18.75	18.75	93,764.07
05/22/2020	--- Exhibit Prep, 0.25 @ \$150.00 = 37.50	37.50	93,801.57
05/27/2020	Emily --- Meeting, 0.4 @ \$375.00 = 150.00	150.00	93,951.57
05/28/2020	Schweitzer --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	93,989.07
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
06/15/2020	Discovery --- Draft, 5 @ \$375.00 = 1,875.00	1,875.00	95,864.07
06/15/2020	Response to Discovery Demands --- Draft, 7.3 @ \$375.00 = 2,737.50	2,737.50	98,601.57
06/15/2020	Scan & number --- Exhibit Prep, 2.8 @ \$375.00 = 1,050.00	1,050.00	99,651.57
06/16/2020	to Troy --- Letter, 0.4 @ \$375.00 = 150.00	150.00	99,801.57
08/12/2020	Troy - scheduling & orders --- E-Mail to/from, 0.15 @ \$375.00 = 56.25	56.25	99,857.82
08/13/2020	Client --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	99,895.32
08/13/2020	Clients (2x) --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	99,932.82
08/13/2020	emails& Form to schedule mediation --- Review of Documents, 0.25 @ \$375.00 = 93.75	93.75	100,026.57
08/16/2020	Letter Motion & opposition - Depositions --- Review of Documents, 1.2 @ \$375.00 = 450.00	450.00	100,476.57
08/25/2020	Client --- Meeting, 0.5 @ \$375.00 = 187.50	187.50	100,664.07
08/26/2020	Mediation Statement (act 3.8) --- Draft, 2.5 @ \$375.00 = 937.50	937.50	101,601.57
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
09/02/2020	Mediation --- Appearance, 1.4 @ \$375.00 = 525.00	525.00	102,126.57
09/14/2020	Hacker Mediation --- Disbursement, 1 @ \$150.00 = 150.00	150.00	102,276.57
10/26/2020	Letter of Troy --- Review of Documents, 0.5 @ \$375.00 = 187.50	187.50	102,464.07
11/14/2020	--- Prep, 1.6 @ \$375.00 = 600.00	600.00	103,064.07
11/14/2020	Update Dockets --- Disbursement, 1 @ \$2.90 = 2.90	2.90	103,066.97
11/14/2020	Pacer Docs --- Disbursement, 1 @ \$1.70 = 1.70	1.70	103,068.67
11/16/2020	Virtual Court Appearance --- Appearance, 0.25 @ \$425.00 = 106.25	106.25	103,174.92
01/08/2021	Class Certification & Exhibits --- Review of Documents, 3 @ \$375.00 = 1,125.00	1,125.00	104,299.92
01/08/2021	Prelim Research Rule 23 Class vs FLSA Class --- Research, 2.8 @ \$375.00 = 1,050.00	1,050.00	105,349.92
01/25/2021	Court --- Letter, 0.15 @ \$375.00 = 56.25	56.25	105,406.17
01/25/2021	Court Text Order --- Review of Documents, 0.05 @ \$375.00 = 18.75	18.75	105,424.92
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
01/28/2021	Opposition to Class Certification --- Draft, 4.2 @ \$375.00 = 1,575.00	1,575.00	106,999.92
01/29/2021	Opposition to Class Certification --- Draft, 3 @ \$375.00 = 1,125.00	1,125.00	108,124.92
01/30/2021	MJM Affirmation --- Draft, 2 @ \$375.00 = 750.00	750.00	108,874.92
01/31/2021	David --- Call To/ From, 0.8 @ \$375.00 = 300.00	300.00	109,174.92
01/31/2021	Client --- E-Mail to/from, 0.15 @ \$375.00 = 56.25	56.25	109,231.17
01/31/2021	Affidavits (8x) --- Draft, 1.4 @ \$375.00 = 525.00	525.00	109,756.17
02/03/2021	Opposition to Class Certification --- Draft, 12.5 @ \$375.00 = 4,687.50	4,687.50	114,443.67
02/03/2021	Opposition to Class Certification --- Draft, 9.3 @ \$375.00 = 3,487.50	3,487.50	117,931.17
05/21/2021	Troy --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	117,968.67
05/21/2021	Decision & Order --- Review of Documents, 1.2 @ \$375.00 = 450.00	450.00	118,418.67
05/24/2021	Client --- E-Mail to/from, 0.7 @ \$375.00 = 262.50	262.50	118,681.17
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
05/24/2021	Rule 23(f), 59(e) & 60(a) --- Research, 0.5 @ \$375.00 = 187.50	187.50	118,868.67
06/10/2021	David --- E-Mail to/from, 0.15 @ \$375.00 = 56.25	56.25	118,924.92
06/11/2021	Employee Spreadsheet, W2 and Withholding Report --- Review of Documents, 3.1 @ \$375.00 = 1,162.50	1,162.50	120,087.42
06/15/2021	--- Copies (B&W), 40 @ \$0.15 = 6.00	6.00	120,093.42
06/15/2021	Affidavits --- Draft, 3.5 @ \$375.00 = 1,312.50	1,312.50	121,405.92
06/15/2021	Docket Report --- Disbursement, 3 @ \$2.50 = 7.50	7.50	121,413.42
06/16/2021	Motion, email to Emily, --- Review of Documents, 9.5 @ \$375.00 = 3,562.50	3,562.50	124,975.92
06/17/2021	--- Copies (B&W), 26 @ \$0.15 = 3.90	3.90	124,979.82
06/17/2021	Final Edits to Motion --- Draft, 1 @ \$375.00 = 375.00	375.00	125,354.82
06/17/2021	Court --- Letter, 0.25 @ \$375.00 = 93.75	93.75	125,448.57
06/17/2021	for upload --- Misc. Preparation, 0.5 @ \$375.00 = 187.50	187.50	125,636.07
06/25/2021	Court --- Letter, 0.15 @ \$375.00 = 56.25	56.25	125,692.32
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
06/25/2021	Opposing Counsel p Class Notice --- E-Mail to/from, 0.25 @ \$375.00 = 93.75	93.75	125,786.07
06/30/2021	Schweitzer - scheduling --- E-Mail to/from, 1 @ \$375.00 = 375.00	375.00	126,161.07
06/30/2021	Court - Prelim review of Plaintiff Response to email of 6/25 & 6/26 and proposed notice --- Letter, 0.5 @ \$375.00 = 187.50	187.50	126,348.57
07/02/2021	Troy - Class Notice --- E-Mail to/from, 1.2 @ \$375.00 = 450.00	450.00	126,798.57
07/13/2021	Troy --- E-Mail to/from, 0.4 @ \$375.00 = 150.00	150.00	126,948.57
07/13/2021	Burger & Hacker --- E-Mail to/from, 0.15 @ \$375.00 = 56.25	56.25	127,004.82
07/13/2021	Redline Notice --- Draft, 0.15 @ \$375.00 = 56.25	56.25	127,061.07
07/13/2021	Client --- E-Mail to/from, 0.05 @ \$375.00 = 18.75	18.75	127,079.82
07/14/2021	Court --- Letter, 1.2 @ \$375.00 = 450.00	450.00	127,529.82
07/14/2021	Troy Letter --- Review of Documents, 0.3 @ \$375.00 = 112.50	112.50	127,642.32
07/15/2021	Court Appearance --- Appearance, 0.9 @ \$425.00 = 382.50	382.50	128,024.82

Amount Due
\$189,307.62

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
07/15/2021	Clients --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	128,062.32
07/16/2021	Emily - employee list --- Call To/ From, 0.1 @ \$375.00 = 37.50	37.50	128,099.82
07/21/2021	Client (2x) --- Meeting, 2 @ \$375.00 = 750.00	750.00	128,849.82
07/21/2021	Meeting Prep --- Misc. Preparation, 0.25 @ \$375.00 = 93.75	93.75	128,943.57
07/23/2021	Troy Law (2x) --- E-Mail to/from, 0.25 @ \$375.00 = 93.75	93.75	129,037.32
07/29/2021	Sang Tsai Attorney --- Call To/ From, 0.15 @ \$375.00 = 56.25	56.25	129,093.57
07/29/2021	Schweitzer (2x) --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	129,131.07
07/29/2021	Bush, Esq re potential conflict --- E-Mail to/from, 0.3 @ \$375.00 = 112.50	112.50	129,243.57
07/29/2021	Cabaniss, Esq. Potential Conflict --- E-Mail to/from, 0.4 @ \$375.00 = 150.00	150.00	129,393.57
07/29/2021	Letter Report --- Draft, 0.3 @ \$375.00 = 112.50	112.50	129,506.07
07/30/2021	Letter of Schweitzer --- Review of Documents, 0.2 @ \$375.00 = 75.00	75.00	129,581.07
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
07/30/2021	Supplemental Letter --- Draft, 0.25 @ \$375.00 = 93.75	93.75	129,674.82
08/04/2021	Scott Bush - Conflict opinion --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	129,712.32
08/16/2021	Conflict Memo with Research --- Draft, 2.5 @ \$375.00 = 937.50	937.50	130,649.82
08/19/2021	Troy Letter --- Review of Documents, 0.25 @ \$375.00 = 93.75	93.75	130,743.57
08/19/2021	Amend Letter --- Draft, 0.3 @ \$375.00 = 112.50	112.50	130,856.07
10/25/2021	Client (act 2.0) --- Meeting, 1.25 @ \$375.00 = 468.75	468.75	131,324.82
02/03/2022	Court --- Letter, 1.5 @ \$375.00 = 562.50	562.50	131,887.32
02/03/2022	Decision & Order --- Review of Documents, 0.3 @ \$375.00 = 112.50	112.50	131,999.82
02/03/2022	Client --- E-Mail to/from, 0.05 @ \$375.00 = 18.75	18.75	132,018.57
03/17/2022	Burger. Esq --- Call To/ From, 0.8 @ \$375.00 = 300.00	300.00	132,318.57
03/17/2022	Virtual Court Appearance --- Appearance, 0.5 @ \$425.00 = 212.50	212.50	132,531.07
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
03/17/2022	Client --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	132,568.57
03/17/2022	Burger (3x) --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	132,606.07
03/17/2022	Cabaniss & Burger --- E-Mail to/from, 0.5 @ \$375.00 = 187.50	187.50	132,793.57
03/17/2022	Conference Prep --- Prep, 2.3 @ \$375.00 = 862.50	862.50	133,656.07
03/18/2022	Cabaniss --- Call To/ From, 0.5 @ \$375.00 = 187.50	187.50	133,843.57
03/18/2022	Client --- E-Mail to/from, 0.8 @ \$375.00 = 300.00	300.00	134,143.57
03/18/2022	email of Troy --- Review of Documents, 0.1 @ \$375.00 = 37.50	37.50	134,181.07
03/21/2022	David & Lauren --- Meeting, 1 @ \$375.00 = 375.00	375.00	134,556.07
03/23/2022	Burger --- Call To/ From, 0.35 @ \$375.00 = 131.25	131.25	134,687.32
03/23/2022	David --- E-Mail to/from, 0.25 @ \$375.00 = 93.75	93.75	134,781.07
03/23/2022	Lauren & Kenny --- E-Mail to/from, 0.2 @ \$375.00 = 75.00	75.00	134,856.07
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
03/25/2022	Troy --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	134,893.57
03/25/2022	email of Troy --- Review of Documents, 0.05 @ \$375.00 = 18.75	18.75	134,912.32
03/25/2022	Fissh --- E-Mail to/from, 0.25 @ \$375.00 = 93.75	93.75	135,006.07
03/25/2022	Troy --- E-Mail to/from, 0.15 @ \$375.00 = 56.25	56.25	135,062.32
03/28/2022	Burger, Liang & Tyugqui --- E-Mail to/from, 0.15 @ \$375.00 = 56.25	56.25	135,118.57
03/28/2022	Stipulated Order --- Draft, 1 @ \$375.00 = 375.00	375.00	135,493.57
03/28/2022	David (4x) --- E-Mail to/from, 0.4 @ \$375.00 = 150.00	150.00	135,643.57
04/05/2022	Phone & email (2x) (act.25) --- Call To/ From, 0.1 @ \$375.00 = 37.50	37.50	135,681.07
04/07/2022	Burger --- Call To/ From, 0.5 @ \$375.00 = 187.50	187.50	135,868.57
04/19/2022	Letter - re conflict & request for Disp Motion with Doc Review --- Draft, 1.8 @ \$375.00 = 675.00	675.00	136,543.57
05/10/2022	Orders (2x) --- Review of Documents, 0.1 @ \$375.00 = 37.50	37.50	136,581.07
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
05/10/2022	Docket 47-1 Amended Complaint --- Review of Documents, 0.1 @ \$375.00 = 37.50	37.50	136,618.57
05/10/2022	Pacer --- Disbursement, 1 @ \$2.80 = 2.80	2.80	136,621.37
05/10/2022	Court --- Letter, 0.8 @ \$375.00 = 300.00	300.00	136,921.37
05/24/2022	Court Appearance --- Appearance, 0.5 @ \$425.00 = 212.50	212.50	137,133.87
05/24/2022	Proposed Spread Sheets --- Draft, 0.75 @ \$375.00 = 281.25	281.25	137,415.12
06/13/2022	Troy --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	137,452.62
06/14/2022	Court - Status Report & prep exhibits --- Letter, 0.5 @ \$375.00 = 187.50	187.50	137,640.12
06/14/2022	--- E-Mail to/from \$375.00	375.00	138,015.12
06/14/2022	Schweitzer - DoS & NY DoL --- E-Mail to/from, 0.4 @ \$375.00 = 150.00	150.00	138,165.12
06/15/2022	& Review Complaint - email to Troy --- Draft, 1.2 @ \$375.00 = 450.00	450.00	138,615.12
06/15/2022	Troy --- E-Mail to/from, 0.3 @ \$375.00 = 112.50	112.50	138,727.62
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
06/15/2022	Status email to Client & Doc Review --- E-Mail to/from, 1 @ \$375.00 = 375.00	375.00	139,102.62
06/15/2022	Troy --- E-Mail to/from, 0.25 @ \$375.00 = 93.75	93.75	139,196.37
06/15/2022	Max Smelyansky, Esq. -re Emily --- E-Mail to/from, 0.2 @ \$375.00 = 75.00	75.00	139,271.37
06/15/2022	David, Lauren , Kenny - Opt Out --- E-Mail to/from, 0.35 @ \$375.00 = 131.25	131.25	139,402.62
06/17/2022	& Sign Stipulation & Upload --- Review of Documents, 0.25 @ \$375.00 = 93.75	93.75	139,496.37
06/17/2022	Troy with revisions --- E-Mail to/from, 0.15 @ \$375.00 = 56.25	56.25	139,552.62
07/08/2022	Client --- E-Mail to/from, 0.25 @ \$375.00 = 93.75	93.75	139,646.37
07/08/2022	Affidavits - David & Emily --- Draft, 0.6 @ \$375.00 = 225.00	225.00	139,871.37
07/08/2022	Employee Lists --- Review of Documents, 0.4 @ \$375.00 = 150.00	150.00	140,021.37
07/13/2022	Transmit lists --- E-Mail to/from, 0.25 @ \$375.00 = 93.75	93.75	140,115.12
07/13/2022	Double check/compare lists - Ichiban --- Misc. Preparation, 0.5 @ \$375.00 = 187.50	187.50	140,302.62
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
08/01/2022	email of Troy & revised lists --- Review of Documents, 0.3 @ \$375.00 = 112.50	112.50	140,415.12
08/01/2022	Troy --- E-Mail to/from, 0.15 @ \$375.00 = 56.25	56.25	140,471.37
08/01/2022	Client --- E-Mail to/from, 0.15 @ \$375.00 = 56.25	56.25	140,527.62
08/24/2022	Troy --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	140,565.12
08/24/2022	Employee list updates --- Review of Documents, 0.2 @ \$375.00 = 75.00	75.00	140,640.12
08/24/2022	Affidavit of Yu Jew Ju, Teh Chin Wang, Xue Ying Weng , Yun Min Che (act 3.0) --- Draft, 2 @ \$375.00 = 750.00	750.00	141,390.12
08/25/2022	Emily - Revise Affidavit --- Call To/ From, 0.25 @ \$375.00 = 93.75	93.75	141,483.87
08/25/2022	Historical Docs --- Review of Documents, 4 @ \$375.00 = 1,500.00	1,500.00	142,983.87
08/25/2022	Conform Complaint to Stipulation --- Draft, 0.75 @ \$375.00 = 281.25	281.25	143,265.12
09/08/2022	Affidavit, record review - David Ip & email to David --- Draft, 7.3 @ \$375.00 = 2,737.50	2,737.50	146,002.62
09/09/2022	Affidavit of Lauren Ju --- Draft, 2.1 @ \$375.00 = 787.50	787.50	146,790.12
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
09/10/2022	Reconcile Employee lists & Affidavits, email client --- Review of Documents, 2.2 @ \$375.00 = 825.00	825.00	147,615.12
09/10/2022	Memo of Law with recitation --- Draft, 10.8 @ \$375.00 = 4,050.00	4,050.00	151,665.12
09/10/2022	Troy --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	151,702.62
09/11/2022	Statement of Matter Facts, & Memo of Law --- Draft, 8.4 @ \$375.00 = 3,150.00	3,150.00	154,852.62
09/11/2022	Identify Exhibits --- Exhibit Prep, 5.2 @ \$375.00 = 1,950.00	1,950.00	156,802.62
09/13/2022	Continued drafting, research examination - re: Motion for Summary Judgment --- Draft, 13.2 @ \$375.00 = 4,950.00	4,950.00	161,752.62
09/14/2022	Continued Drafting Memo of Law, Amend Employee spreadsheet, Meet with Client, Calls to Client & Continued Research --- Draft, 14 @ \$375.00 = 5,250.00	5,250.00	167,002.62
09/15/2022	Continued Drafting & Amending of Affidavits --- Draft, 14.6 @ \$375.00 = 5,475.00	5,475.00	172,477.62
09/16/2022	Final edits of Declamation & Memo of Law --- Draft, 6.8 @ \$375.00 = 2,550.00	2,550.00	175,027.62
09/16/2022	Affidavit of Service --- Draft, 0.4 @ \$375.00 = 150.00	150.00	175,177.62
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
09/16/2022	with resizing --- Upload to ECF, 2.4 @ \$375.00 = 900.00	900.00	176,077.62
10/06/2022	Troy --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	176,115.12
10/06/2022	David, Emily & Lauren --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	176,152.62
10/25/2022	Court with upload & Doc Review --- Letter, 1.5 @ \$375.00 = 562.50	562.50	176,715.12
10/27/2022	Memo of Law, Review Case Citations --- Draft, 6.2 @ \$375.00 = 2,325.00	2,325.00	179,040.12
10/28/2022	David --- Call To/ From, 0.1 @ \$375.00 = 37.50	37.50	179,077.62
10/28/2022	Reply Statement --- Draft, 4 @ \$375.00 = 1,500.00	1,500.00	180,577.62
10/31/2022	Employee Spreadsheets --- Draft, 3.2 @ \$150.00 = 480.00	480.00	181,057.62
10/31/2022	Troy Law (many re; Class & Opt Out & Gmail) --- E-Mail to/from, 1 @ \$375.00 = 375.00	375.00	181,432.62
10/31/2022	Troy - Opt Out (2x) --- E-Mail to/from, 0.15 @ \$375.00 = 56.25	56.25	181,488.87
10/31/2022	Reply (continued) --- Draft, 3.2 @ \$375.00 = 1,200.00	1,200.00	182,688.87
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
11/01/2022	Final Amendments to Reply --- Draft, 1.3 @ \$375.00 = 487.50	487.50	183,176.37
11/01/2022	Reply --- Upload to ECF, 0.25 @ \$375.00 = 93.75	93.75	183,270.12
11/04/2022	Client - Opt Out 7 Review Opt Outs --- E-Mail to/from, 0.4 @ \$375.00 = 150.00	150.00	183,420.12
11/07/2022	& Comment New Lists --- Review of Documents, 0.4 @ \$375.00 = 150.00	150.00	183,570.12
01/03/2023	Compare Spreadsheet to Opt Out - email Client --- Review of Documents, 0.4 @ \$375.00 = 150.00	150.00	183,720.12
01/05/2023	Court & review Li Jian Jiang Opt Out --- Letter, 0.3 @ \$375.00 = 112.50	112.50	183,832.62
01/23/2023	Update Spreadsheet --- Draft, 0.1 @ \$375.00 = 37.50	37.50	183,870.12
01/23/2023	Compare, consolidate reposition & resize --- Draft, 1.4 @ \$375.00 = 525.00	525.00	184,395.12
01/26/2023	Court --- Letter, 0.05 @ \$375.00 = 18.75	18.75	184,413.87
01/26/2023	Client --- E-Mail to/from, 0.05 @ \$375.00 = 18.75	18.75	184,432.62
01/26/2023	Text Order --- Review of Documents, 0.05 @ \$375.00 = 18.75	18.75	184,451.37
		Amount Due	
		\$189,307.62	

Statement

Mann Law Firm PC
 426 Troy Schenectady Road
 Latham, NY 12110

Date
11/6/2023

To:
Ichiban - David Ip 1652 Western Avenue Albany, NY 12203

Date	Transaction	Amount Due	Amount Enc.
		Amount	Balance
02/06/2023	Letter to Court - Leave to Supplement --- Draft, 2.5 @ \$375.00 = 937.50	937.50	185,388.87
02/11/2023	Reply to Opposition --- Research, 2.2 @ \$375.00 = 825.00	825.00	186,213.87
02/15/2023	Letter of Schweitzer to Court --- Review of Documents, 0.25 @ \$375.00 = 93.75	93.75	186,307.62
02/15/2023	Letter to Court --- Draft, 1 @ \$375.00 = 375.00	375.00	186,682.62
03/03/2023	Affidavit Lauren & David --- Draft, 1.1 @ \$375.00 = 412.50	412.50	187,095.12
03/03/2023	Client --- E-Mail to/from, 0.1 @ \$375.00 = 37.50	37.50	187,132.62
03/03/2023	Declaration with Memo of Law (act 5.8) --- Draft, 3.5 @ \$375.00 = 1,312.50	1,312.50	188,445.12
03/15/2023	Court - Reply --- Letter, 1.1 @ \$375.00 = 412.50	412.50	188,857.62
03/15/2023	Opposition --- Review of Documents, 1.2 @ \$375.00 = 450.00	450.00	189,307.62
		Amount Due	
		\$189,307.62	



Exhibit C

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

XUE HUI ZHANG
YUE HUA CHEN & GUI YONG ZHANG
Plaintiff

-against-

AFFIDAVIT

ICHIBAN GROUP LLC.,
ICHIBAN FOOD SERVICES INC.,
d/b/a Ichiban Japanese and Chinese Restaurant
CHEN & JU, INC. d/b/a Takara, DAVID IP,
LIPING JU, and TYNG QUH JU

CASE NO: 1:17-CV-148 [MAD/TWD]

Defendants,

STATE OF NEW YORK)
COUNTY OF ALBANY) ss

David Ip, being duly sworn, deposes and says:

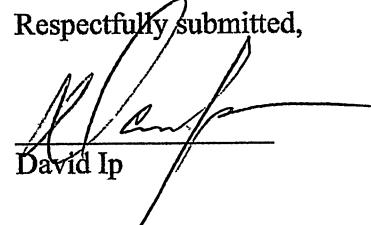
- 1) I am one the individually named Defendants in the above captioned action as well as the managing member of Defendant Ichiban Group LLC and president of Ichiban Food Services, Inc d/b/a Ichiban Food Japanese and Chinese Restaurant. Additionally by agreement, I responsible to indemnify Liping Ju, Tyng Quh Ju and Chen & Jun Inc. for legal fees incurred in relation to this action.
- 2) This statements within this affidavit are made upon my personal knowledge of the operative facts of the case.
- 3) All of the Defendants and I signed the retainer agreement annexed to this application..
- 4) Throughout the pendency of the case, I have reviewed the statements provided by the Mann Law Firm PC. All services were rendered. In fact, there are likely many

hours which are not recorded in the statements, especially those for late night phone calls and emails as Mr. Mann was accessible nearly 24/7.

- 5) In the course of operation of my businesses, I have received the services of many attorneys. I believe the fees set forth in the retainer agreement and charged in the ledger annexed are fair and reasonable.
- 6) The above captioned case and the associated matter of Su v. Ip 22 -cv-886, such case having been falsely initiated by Plaintiff counsel, have caused a great deal of cost as well as stress and anxiety
- 7) I respectfully pray that this Court grant the within application for a sum which the court deems just, fair and proper.

Dated: November 4, 2023

Respectfully submitted,


David Ip

Sworn to before me this 4 of
November, 2023



Notary Public

Barbara J McMillen
Notary Public, State of New York
Qualified in Albany County
No. 01MC6439218
Commission Expires August 22, 2026

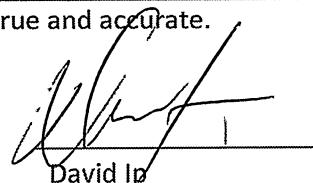


Exhibit *D*

Date	Payee	Check #	Amount					
11/8/2017	David Ip	C.C.	\$500.00					
6/29/2018	Ichiban Group	3088	\$732.92					
8/16/2018	Ichiban Group	3092	\$600.00					
12/4/2018	Ichiban Group	3099	\$500.00	X				
9/3/2019	Ichiban Group	3128	\$500.00	X				
10/3/2019	Ichiban Group	3135	\$500.00	X				
11/26/2019	Ichiban Group	3139	\$500.00	X				
3/12/2020	Ichiban Group	3146	\$500.00	X				
5/6/2020	Ichiban Group	3149	\$500.00	X				
6/16/2020	Ichiban Group	3153	\$500.00					
8/17/2020	Ichiban Group	3158	\$500.00	X				
8/25/2020	Ichiban Group	3159	\$500.00					
10/19/2020	Ichiban Group	3161	\$500.00	X				
11/30/2020	Ichiban Group	3162	\$1,000.00	X				
1/7/2021	Ichiban Group	3163	\$500.00	X				
3/15/2021	Ichiban Group	3165	\$1,000.00	X				
5/15/2021	Ichiban Group	3166	\$1,000.00	X				
6/17/2021	Ichiban Group	3167	\$500.00	X				
9/17/2021	Ichiban Group	3170	\$1,000.00	X				
10/29/2021	Ichiban Group	3173	\$500.00	X				
11/15/2021	Ichiban Group	3175	\$500.00	X				
2/16/2022	Ichiban Group	3174	\$1,000.00	X				
4/15/2022	Ichiban Group	3184	\$1,000.00	X				
5/18/2022	Ichiban Group	3187	\$500.00	X				
5/18/2022	Ichiban Group	3188	\$500.00	X				
9/1/2022	Ichiban Group	3194	\$1,000.00	X				
9/1/2022	Ichiban Group	3195	\$500.00	X				
12/2/2022	Ichiban Group	3201	\$500.00	X				
2/5/2023	Ichiban Group	3206	\$500.00	X				
4/20/2023	Ichiban Group	3213	\$1,000.00	X				
6/12/2023	Ichiban Group	3218	\$2,000.00					
8/23/2023	Ichiban Group	3220	\$5,000.00					
10/17/2023	Ichiban Group	3222	\$4,000.00					
Total			\$30,332.92					

"X" indicates payment amount is portion of larger payment made to the Mann Law Firm PC due to simultaneous pendency of multiple matters.

David Ip, being duly sworn, deposes and says that the within spreadsheet of payments is true and accurate.



David Ip

Sworn to before me this 6 day of November, 2023

THERESA CROOKS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CR6191817
My Commission Expires 8-25-24
Notary Public



Exhibit *E*

INVOICE

Leguire Shorthand Reporters

Renée D. Leguire, CSR, RMR, CRR
 P.O. Box 1099, Latham, New York 12110-0059
 (518) 371-4143 – (800) 787-DEPO
www.TheSteno.com
 email: TheSteno@gmail.com

INVOICE #: 081219
DATE BILLED: 9/10/19
TAX ID#: 81-4864584

BILL TO:
 MANN LAW FIRM, P.C.
 426 Troy-Schenectady Road
 Latham, New York 12110
 ATTN: Matthew J. Mann, Esq.

★PAID★

RE:

Zhang, et al. v. Ichiban Group, LLC

DESCRIPTION	UNIT PRICE	TOTAL
<u>STENOGRAPHIC SERVICES IN THE ABOVE-REFERENCED MATTER RE:</u>		
8/12/19 – Exam of Xue Hui Zhang – 82 pp	Total pages: 278 @ \$4.75/pg	\$1,320.50
8/13/19 – Exam of Yue Hua Chen – 157 pp	Attendance Fee: \$50/day	\$150.00
8/14/19 – Cont'd exam of Yue Hua Chen – 39 pp		
<u>COMMENTS/ SPECIAL INSTRUCTIONS:</u>		
<ul style="list-style-type: none"> ➤ Original and one copy enclosed ➤ PDF previously emailed 		
	SUBTOTAL	\$1,470.50
	PROCESSING	\$15.00
	TOTAL DUE	\$1,485.50

Make checks payable to: Leguire Shorthand Reporters
 - All major credit cards also accepted -
 Pay securely online at www.TheSteno.com - or call (518) 371-4143

★PAID★

~ Serving the Legal Profession Since 1982 ~
Thank you for your business!

INVOICE

Leguire Shorthand Reporters

Renée D. Leguire, CSR, RMR, CRR
 P.O. Box 1099, Latham, New York 12110-0059
 (518) 371-4143 – (800) 787-DEPO
www.TheSteno.com
 email: TheSteno@gmail.com

INVOICE #: 081219
DATE BILLED: 9/10/19
TAX ID#: 81-4864584

BILL TO:
 MANN LAW FIRM, P.C.
 426 Troy-Schenectady Road
 Latham, New York 12110
 ATTN: Matthew J. Mann, Esq.

RE:
 Zhang, et al. v. Ichiban Group, LLC

★PAID★

DESCRIPTION	UNIT PRICE	TOTAL
<u>STENOGRAPHIC SERVICES IN THE ABOVE-REFERENCED MATTER RE:</u>		
10/7/19 – Cont'd exam of Xue Hui Zhang – 135 pp		
10/7/19 - Exam of Gui Yong Zhang – 30 pp		
10/11/19 – Cont'd exam of Xue Hui Zhang – 31 pp		
10/11/19 – Cont'd exam of Gui Yong Zhang – 60 pp		
Total pages: 256 @ Attendance Fee:	\$4.75/pg \$50/day	\$1,216.00 \$100.00
SUBTOTAL	\$1,316.00	
PROCESSING	\$15.00	
TOTAL DUE	\$1,331.00	

Make checks payable to: Leguire Shorthand Reporters
 - All major credit cards also accepted -
 Pay securely online at www.TheSteno.com - or call (518) 371-4143

★PAID★

~ Serving the Legal Profession Since 1982 ~
Thank you for your business!

Mann Law Firm, P.C.**Operations Account**

426 Troy Schenectady Road
 Latham, New York 12110
 5187853300

50-7137
 2213

12/23/2019

Pay to the
 Order of

Leguire Shorthand Reporters

\$1,331 .00

One Thousand Three Hundred Thirty-One and 00/100*****DOLLARS

Leguire Shorthand Reporters
 P.O. Box 1099
 Latham, NY 12110-0059

Zhang v Ichiban - Transcripts - 10-7& 10-1

10017910 12213713720 000 [REDACTED] 7611

Mann Law Firm, P.C.	Operations Account	1791
Leguire Shorthand Reporters	12/23/2019	
Case Related Cost:Administrative	Zhang v Ichiban - Transcripts - 10-7& 10-1	1,331.00

PB - Operations -	Zhang v Ichiban - Transcripts - 10-7& 1	1,331.00
-------------------	-----------------------------------------	----------

Mann Law Firm, P.C.	Operations Account	1791
Leguire Shorthand Reporters	12/23/2019	
Case Related Cost:Administrative	Zhang v Ichiban - Transcripts - 10-7& 10-1	1,331.00

PB - Operations -	Zhang v Ichiban - Transcripts - 10-7& 1	1,331.00
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Mann Law Firm, P.C.
Operations Account

426 Troy Schenectady Road
 Latham, New York 12110
 5187853300

50-7137
 2213

11/18/2019

Pay to the Leguire Shorthand Reporters \$1,485 .50
 Order of

One Thousand Four Hundred Eighty-Five and 50/100*****DOLLARS

Leguire Shorthand Reporters
 P.O. Box 1099
 Latham, NY 12110-0059



Zhang v. Ichiban - Invoice 081219 - Pt 1

1001783122137137210000[REDACTED]7611*

Mann Law Firm, P.C.
 Leguire Shorthand Reporters
 Case Related Cost:Administrative

Operations Account

11/18/2019

1783

Zhang v. Ichiban - Invoice 081219 - Pt 1

1,485.50

PB - Operations - Zhang v. Ichiban - Invoice 081219 - Pt 1,485.50

Mann Law Firm, P.C.

Operations Account

1783

Leguire Shorthand Reporters
 Case Related Cost:Administrative

11/18/2019

Zhang v. Ichiban - Invoice 081219 - Pt 1

1,485.50

PB - Operations - Zhang v. Ichiban - Invoice 081219 - Pt 1,485.50



Exhibit F

Mann Law Firm, P.C.**Operations Account**

426 Troy Schenectady Road
Latham, New York 12110
5187853300

50-7137
2213

9/5/2019

Pay to the
Order of

Menglin Liu

\$ 1,600 .00

One Thousand Six Hundred and 00/100***DOLLARS**

Menglin Liu
21st Century Design
1008 Madison Avenue
Albany, NY 12208



Memo: Chinese Interpretation - 8/12-14/2019 - Ich

100 1768 10 2213713721 000 [REDACTED] 761

Mann Law Firm, P.C.

1768

Menglin Liu
Case Related Cost:Outside Consult Chinese Interpretation - 8/12-14/2019 -

Mann Law Firm, P.C.

1768

Menglin Liu
Case Related Cost:Outside Consult Chinese Interpretation - 8/12-14/2019 -

Mann Law Firm, P.C.
Operations Account

426 Troy Schenectady Road
 Latham, New York 12110
 5187853300

50-7137
 2213

11/12/2019

Pay to the Menglin Liu \$1,183 .25
 Order of

One Thousand One Hundred Eighty-Three and 25/100*****DOLLARS

Menglin Liu
 21st Century Design
 1008 Madison Avenue
 Albany, NY 12208

Zhang v Ichiban - Interpretation Service -

1000178110 122137137200 000 [REDACTED] 7611#

Mann Law Firm, P.C.	Operations Account	1781
Menglin Liu		
Case Related Cost:Outside Consult	Translation - 10/7/2019	734.75
Case Related Cost:Outside Consult	Translation - 10/11/2019	448.50

PB - Operations - Zhang v Ichiban - Interpretation Service 1,183.25

Mann Law Firm, P.C.	Operations Account	1781
Menglin Liu		
Case Related Cost:Outside Consult	Translation - 10/7/2019	734.75
Case Related Cost:Outside Consult	Translation - 10/11/2019	448.50

PB - Operations - Zhang v Ichiban - Interpretation Service 1,183.25